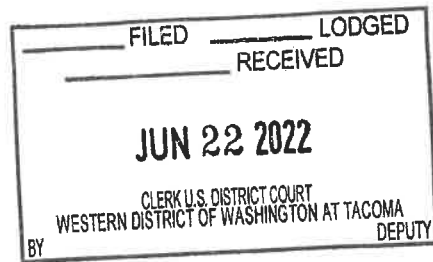


The Honorable Robert J. Bryan



UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

REYES DE LA CRUZ, III,

Defendant.

NO. CR21-05336-RJB

**PLEA AGREEMENT**

The United States of America, by and through Nicholas W. Brown, United States Attorney for the Western District of Washington, and Cindy Chang and Seth Wilkinson, Assistant United States Attorneys for said District, Defendant Reyes De La Cruz, III, and Defendant's attorney, Corey Endo, enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure Rule 11(c)(1)(A).

1. **The Charges.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to each of the following charges contained in the Indictment.

a. Wire fraud, as charged in Count 4, in violation of Title 18, United States Code, Section 1343;

1           b.     Bribery by an agent of an organization receiving federal funds, as  
2 charged in Count 11, in violation of Title 18, United States Code, Section  
3 666(a)(1)(B); and

4           c.     Aggravated identity theft, as charged in Count 17, in violation of  
5 Title 18, United States Code, Section 1028A.

6     By entering these pleas of guilty, Defendant hereby waives all objections to the  
7 form of the charging document. Defendant further understands that before entering any  
8 guilty plea, Defendant will be placed under oath. Any statement given by Defendant  
9 under oath may be used by the United States in a prosecution for perjury or false  
10 statement.

11       2.     **Elements of the Offenses.** The elements of the offenses to which  
12 Defendant is pleading guilty are as follows:

13           a.     The elements of wire fraud, as charged in Count 4, are as follows:

14       First, Defendant knowingly devised a scheme or plan to defraud, or a scheme or  
15 plan for obtaining money or property, by means of false or fraudulent pretenses,  
16 representations, or promises, or omitted facts;

17       Second, the statements made or facts omitted as part of the scheme were material;  
18 that is, they had a natural tendency to influence, or were capable of influencing, a person  
19 to part with money or property;

20       Third, Defendant acted with the intent to defraud, that is, with the intent to deceive  
21 and cheat;

22       Fourth, Defendant transmitted writings, signs, signals, pictures or sounds, by  
23 means of wire, in interstate commerce to carry out or attempt to carry out an essential  
24 part of the scheme; and

25       Fifth, the violation occurred in relation to, or involved, benefit payments  
26 authorized, transmitted, disbursed or paid in connection with a presidentially-declared  
27 major disaster or emergency.  
28

1           b.       The elements of bribery by an agent of an organization receiving  
2 federal funds, as charged in Count 11, are as follows:

3       First, Defendant was an agent of an organization; a state, local, or tribal  
4 government; or an agency of a state, local, or tribal government;

5       Second, the organization, state or local government, state or local government  
6 agency, or tribal government, received federal assistance in excess of \$10,000 in a one-  
7 year period;

8       Third, Defendant solicited or demanded for the benefit of any person, or accepted  
9 or agreed to accept, a thing of value from any person;

10       Fourth, Defendant acted corruptly with intent be influenced or rewarded in  
11 connection with a transaction; and

12       Fifth, the value of the transaction to which the payment related was at least  
13 \$5,000.

14           c.       The elements of aggravated identity theft, as charged in Count 17,  
15 are as follows:

16       First, Defendant knowingly possessed, transferred, or used without legal authority,  
17 a means of identification;

18       Second, Defendant knew the means of identification belonged to a real person;  
19 and

20       Third, Defendant did so during and in relation to an enumerated offense under 18  
21 U.S.C. 1028A(c), which includes wire fraud.

22       3.       **The Penalties.** Defendant understands that the statutory penalties  
23 applicable to the offenses to which Defendant is pleading guilty are as follows:

24           a.       For the offense of wire fraud, as charged in Count 4: A maximum  
25 term of imprisonment of up to 30 years, a fine of up to \$1,000,000, a period of  
26 supervision following release from prison of up to five years, and a mandatory  
27 special assessment of \$100. If a probationary sentence is imposed, the probation  
28 period can be for up to five years.

1           b. For the offense of bribery by an agent of an organization receiving  
2 federal funds, as charged in Count 11: A maximum term of imprisonment of up to  
3 ten years, a fine of up to \$250,000, a period of supervision following release from  
4 prison of up to three years, and a mandatory special assessment of \$100. If a  
5 probationary sentence is imposed, the probation period can be for up to five years.

6           c. For the offense of aggravated identity theft, as charged in Count 17:  
7 A mandatory term of imprisonment of two years, which must run consecutive to  
8 any other sentence, a maximum fine of up to \$250,000, a period of supervision  
9 following release from prison of up to one year, and a mandatory special  
10 assessment of \$100.

11 Defendant understands that supervised release is a period of time following  
12 imprisonment during which Defendant will be subject to certain restrictive conditions and  
13 requirements. Defendant further understands that, if supervised release is imposed and  
14 Defendant violates one or more of the conditions or requirements, Defendant could be  
15 returned to prison for all or part of the term of supervised release that was originally  
16 imposed. This could result in Defendant serving a total term of imprisonment greater  
17 than the statutory maximum stated above.

18 Defendant understands that as a part of any sentence, in addition to any term of  
19 imprisonment and/or fine that is imposed, the Court may order Defendant to pay  
20 restitution to any victim of the offense, as required by law.

21 Defendant further understands that the consequences of pleading guilty may  
22 include the forfeiture of certain property, either as a part of the sentence imposed by the  
23 Court, or as a result of civil judicial or administrative process.

24 Defendant agrees that any monetary penalty the Court imposes, including the  
25 special assessment, fine, costs, or restitution, is due and payable immediately and further  
26 agrees to submit a completed Financial Disclosure Statement as requested by the United  
27 States Attorney's Office.  
28

1       **4. Rights Waived by Pleading Guilty.** Defendant understands that by  
2 pleading guilty, Defendant knowingly and voluntarily waives the following rights:  
3           a. The right to plead not guilty and to persist in a plea of not guilty;  
4           b. The right to a speedy and public trial before a jury of Defendant's  
5 peers;  
6           c. The right to the effective assistance of counsel at trial, including, if  
7 Defendant could not afford an attorney, the right to have the Court appoint one for  
8 Defendant;  
9           d. The right to be presumed innocent until guilt has been established  
10 beyond a reasonable doubt at trial;  
11           e. The right to confront and cross-examine witnesses against Defendant  
12 at trial;  
13           f. The right to compel or subpoena witnesses to appear on Defendant's  
14 behalf at trial;  
15           g. The right to testify or to remain silent at trial, at which trial such  
16 silence could not be used against Defendant; and  
17           h. The right to appeal a finding of guilt or any pretrial rulings.

18       **5. United States Sentencing Guidelines.** Defendant understands and  
19 acknowledges that the Court must consider the sentencing range calculated under the  
20 United States Sentencing Guidelines and possible departures under the Sentencing  
21 Guidelines together with the other factors set forth in Title 18, United States Code,  
22 Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the  
23 history and characteristics of Defendant; (3) the need for the sentence to reflect the  
24 seriousness of the offense(s), to promote respect for the law, and to provide just  
25 punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence  
26 to criminal conduct; (5) the need for the sentence to protect the public from further  
27 crimes of Defendant; (6) the need to provide Defendant with educational and vocational  
28 training, medical care, or other correctional treatment in the most effective manner; (7)

1 the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the  
 2 need to avoid unwarranted sentence disparity among defendants involved in similar  
 3 conduct who have similar records. Accordingly, Defendant understands and  
 4 acknowledges that:

5 a. The Court will determine Defendant's Sentencing Guidelines range  
 6 at the time of sentencing;

7 b. After consideration of the Sentencing Guidelines and the factors in  
 8 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the  
 9 maximum term authorized by law;

10 c. The Court is not bound by any recommendation regarding the  
 11 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
 12 range offered by the parties or the United States Probation Department, or by any  
 13 stipulations or agreements between the parties in this Plea Agreement; and

14 d. Defendant may not withdraw a guilty plea solely because of the  
 15 sentence imposed by the Court.

16 6. **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
 17 guaranteed what sentence the Court will impose.

18 7. **Statement of Facts.** Defendant admits Defendant is guilty of the charged  
 19 offenses. The parties agree on the following facts:

20 a. **Summary.** Defendant Reyes De La Cruz, III was an employee and  
 21 public official with the Washington Employment Security Division (ESD) from  
 22 April 2020 until October 2020. During that time, Defendant exploited his  
 23 employment at ESD as an Intake Agent and Unemployment Insurance Specialist  
 24 by stealing public funds intended to be paid as unemployment benefits to workers  
 25 suffering from the economic effects of the COVID-19 pandemic. Namely,  
 26 Defendant: (1) accepted payment from individuals he knew directly or indirectly  
 27 in exchange for ensuring that those individuals received pandemic unemployment  
 28 benefits, even though they were not entitled to benefits; (2) demanded payments

1 from claimants by threatening to reverse the benefits decisions he engineered; and  
2 (3) fraudulently used personal identifying information (PII) of other Washington  
3 residents to file fraudulent claims without their knowledge or consent, and  
4 diverted the benefits to himself.

5 b. In total, Defendant caused ESD to pay out at least approximately  
6 \$360,000 worth of fraudulent claims, of which De La Cruz personally obtained at  
7 least \$130,000.

8 c. **CARES Act Unemployment Benefits.** On March 27, 2020, the  
9 United States enacted into law the Coronavirus Aid, Relief, and Economic  
10 Security (CARES) Act. The CARES Act authorized approximately \$2 trillion in  
11 aid to American workers, families, and businesses to mitigate the economic  
12 consequences of the COVID-19 pandemic. The CARES Act funded and  
13 authorized each state to administer new unemployment benefits and allowed an  
14 unemployed worker to obtain back benefits retroactive to the date on which the  
15 applicant was affected by COVID-19, which, under program rules, could be as  
16 early as January 27, 2020, for up to 39 weeks. As a result, backdated benefit  
17 claims could easily amount to tens of thousands of dollars. ESD, which is  
18 headquartered in Olympia, Washington, administered these CARES Act  
19 unemployment benefits for the State of Washington.

20 d. **Presidential Declarations.** CARES Act unemployment benefits are  
21 authorized, transferred, disbursed, and paid in connection with a nationwide  
22 emergency declared by Presidential Proclamation 9994 (effective as of March 1,  
23 2020) and a Presidential declaration of a major disaster for the State of  
24 Washington concerning the COVID-19 pandemic that was issued on March 22,  
25 2020.

26 e. **Scheme to Defraud.** Between on or about July 3, 2020 and until at  
27 least March 15, 2021, Defendant knowingly, and with intent to defraud, made  
28



1 material false and fraudulent statements and representations to cause ESD to pay  
2 out COVID-19 pandemic unemployment benefit funds for himself and others.

3 f. In at least 10 instances, in exchange for kickback payments,  
4 Defendant used his employee access to ESD's Unemployment Tax and Benefit  
5 (UTAB) system to fraudulently cause ESD to approve and pay unemployment  
6 benefit claims that were not properly payable to people he knew directly and  
7 indirectly. De La Cruz used his official position to clear and override eligibility,  
8 identification, and other issues that would have otherwise prevented disbursement  
9 of benefit payments. In some instances, Defendant and the claimant agreed in  
10 advance that De La Cruz would receive a portion of the benefits after the funds  
11 were disbursed. In other instances, Defendant demanded payment after the funds  
12 were disbursed. On occasion, if an individual resisted, Defendant threatened to  
13 alter the claim so that benefits would not longer be disbursed. These kickback  
14 payments ranged from approximately \$500 to \$6500 and totaled at least \$20,900.

15 g. As charged in Count 4, as a representative example of Defendant's  
16 fraud scheme, De La Cruz entered false statements on UTAB for D.D.'s claim for  
17 unemployment benefits based on unsubstantiated self-employment wages. ESD  
18 has no record of D.D. receiving wages in the state since 2017, and D.D. has not  
19 provided any documentation of legitimate self-employment. As a result of  
20 Defendant's conduct, D.D. received a backdated benefits payment of  
21 approximately \$13,458 on or about August 9, 2020, and on or about August, 11,  
22 2020, D.D. paid Defendant approximately \$1,000 and agreed to refer additional  
23 individuals to De La Cruz's kickback scheme. In total, D.D. received  
24 approximately \$39,000 in pandemic-related unemployment benefits.

25 h. In at least four instances, Defendant fraudulently used PII of other  
26 persons and his employee access to UTAB to file fraudulent COVID-19 pandemic  
27 unemployment benefit claims in their identities. He caused the benefits to be paid  
28 to debit cards that were sent to mailboxes Defendant accessed. Even after ESD



1 terminated Defendant on October 1, 2020, and he no longer had employee access  
 2 to UTAB, between February and March 2021, De La Cruz impersonated T.D. on  
 3 recorded phone calls with bank and ESD personnel, using T.D.'s PII to  
 4 fraudulently obtain additional benefits. During this same time period, Defendant  
 5 also attempted to obtain additional benefits under A.D.'s identity by impersonating  
 6 A.D. in handwritten correspondence to ESD. In total, Defendant obtained  
 7 approximately \$113,000 in fraudulent benefits that he diverted directly to himself.

8 i. Defendant caused an interstate wire transmission each time ESD  
 9 disbursed benefits on claims Defendant fraudulently filed or altered. When ESD  
 10 disburses unemployment benefits, ESD initiates the payment from Olympia,  
 11 Washington, and the payment is processed in one of KeyBank's wire processing  
 12 centers. KeyBank does not have any processing centers within Washington State.  
 13 Therefore, as charged in Count 4, as a representative example of Defendant's  
 14 fraud scheme, Defendant caused an interstate wire transmission on or about  
 15 August 9, 2020, when ESD initiated the payment of approximately \$13,458 to  
 16 D.D. after Defendant entered false statements in UTAB for D.D.'s claim.

17 j. **Bribery.** As charged in Count 11, as representative of Defendant's  
 18 conduct, Defendant and E.R. agreed that E.R. would pay Defendant a portion of  
 19 the pandemic unemployment benefits E.R. received in exchange for Defendant  
 20 ensuring the payments were disbursed. Although E.R. did not qualify for  
 21 pandemic unemployment benefits, Defendant used his official position to  
 22 improperly clear nearly 70 issues in UTAB to allow the benefits to be disbursed.  
 23 On or about August 14, <sup>2020 TLF</sup>~~220~~, as a result of Defendant's conduct, E.R. received a  
 24 backdated benefits payment of approximately \$15,183, and on or about that same  
 25 day, E.R. paid Defendant \$3,500 in cash. In total, E.R. received approximately  
 26 \$18,750 in pandemic-related unemployment benefits. In so doing, the defendant,  
 27 an agent of a state government agency that received federal assistance in excess of  
 28 \$10,000 per year, acting corruptly and with intent to be influenced or rewarded in

1 connection with a transaction with a value in excess of \$5,000, solicited and  
 2 demanded for his benefit a thing of value from another person in connection with  
 3 the transaction.

4 k. **Aggravated Identity Theft.** On or about July 31, 2020, as charged  
 5 in Count 17, as a representative example of Defendant's conduct, during and in  
 6 relation to the execution of Defendant's violation of 18 U.S.C. § 1343, Defendant  
 7 knowingly used, without lawful authority, the name, date of birth, and Social  
 8 Security Number of an individual with the initials R.S. to file a fraudulent  
 9 COVID-19 pandemic unemployment benefit claim.

10 The parties agree that the Court may consider additional facts contained in the  
 11 Presentence Report (subject to standard objections by the parties) and/or that may be  
 12 presented by the United States or Defendant at the time of sentencing, and that the factual  
 13 statement contained herein is not intended to limit the facts that the parties may present to  
 14 the Court at the time of sentencing.

15 8. **Sentencing Factors.** The parties agree that the following Sentencing  
 16 Guidelines provisions apply to this case:

17 a. All counts involve substantially the same harm and are  
 18 grouped together into a single group, pursuant to USSG § 3D.1.2(b), because the  
 19 counts involve the same victim, ESD, and two or more acts or transactions  
 20 connected by a common criminal objective or constituting part of a common  
 21 scheme or plan;<sup>TCF</sup>

22 b. A base offense level of 14, pursuant to USSG § 2C1.1(a)(1);

23 c. A two-level increase, pursuant to USSG § 2C1.1(b)(1),  
 24 because the conduct involved more than one bribe; and

25 d. A 12-level increase, pursuant to USSG §§ 2C1.1(b)(2) and  
 26 2B1.1(b)(1)(G), because the loss amount was more than \$250,000 but less than  
 27 \$550,000; and  
 28

1 The parties agree they are free to present arguments regarding the applicability of  
 2 all other provisions of the United States Sentencing Guidelines. Defendant understands,  
 3 however, that at the time of sentencing, the Court is free to reject these stipulated  
 4 adjustments, and is further free to apply additional downward or upward adjustments in  
 5 determining Defendant's Sentencing Guidelines range.

6 **9. Acceptance of Responsibility.** At sentencing, *if* the Court concludes  
 7 Defendant qualifies for a downward adjustment acceptance for acceptance of  
 8 responsibility pursuant to USSG § 3E1.1(a) and Defendant's offense level is 16 or  
 9 greater, the United States will make the motion necessary to permit the Court to decrease  
 10 the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because  
 11 Defendant has assisted the United States by timely notifying the United States of  
 12 Defendant's intention to plead guilty, thereby permitting the United States to avoid  
 13 preparing for trial and permitting the Court to allocate its resources efficiently.

14 **10. Sentencing Recommendations.** Pursuant to Federal Rule of Criminal  
 15 Procedure 11(c)(1)(B), the government agrees to recommend a custodial sentence of no  
 16 more than 75 months. Defendant is free to recommend any lawful sentence. Defendant  
 17 understands that these recommendations are not binding on the Court and the Court may  
 18 reject the recommendation of the parties and may impose any term of imprisonment up to  
 19 the statutory maximum penalty authorized by law. Defendant further understands that  
 20 Defendant cannot withdraw a guilty plea simply because of the sentence imposed by the  
 21 Court. Except as otherwise provided in this Plea Agreement, the parties are free to  
 22 present arguments regarding any other aspect of sentencing.

23 **11. Restitution.**

24 Defendant shall make restitution to the Washington State Employment Security  
 25 Department in the amount of \$360,000, with credit for any amounts already paid.

26 a. The full amount of restitution shall be due and payable immediately  
 27 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the  
 28 defendant is unable to make immediate restitution in full and sets a payment schedule as

1 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule  
2 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
3 Office from pursuing any other means by which to satisfy the defendant's full and  
4 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
5 assets that come to light only after the district court finds that the defendant is unable to  
6 make immediate restitution.

7           b. Defendant agrees to disclose all assets in which Defendant has any  
8 interest or over which Defendant exercises control, directly or indirectly, including those  
9 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
10 United States' investigation identifying all property in which Defendant has an interest  
11 and with the United States' lawful efforts to enforce prompt payment of the financial  
12 obligations to be imposed in connection with this prosecution. Defendant's cooperation  
13 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea  
14 Agreement, truthfully and completely executing a Financial Disclosure Statement  
15 provided by the United States Attorney's Office and signed under penalty of perjury  
16 regarding Defendant's and Defendant's spouse's financial circumstances and producing  
17 supporting documentation, including tax returns, as requested; (2) providing updates  
18 with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within  
19 seven days of the event giving rise to the changed circumstances; (3) authorizing the  
20 United States Attorney's Office to obtain Defendant's credit report before sentencing; (4)  
21 providing waivers, consents or releases requested by the U.S. Attorney's Office to access  
22 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to  
23 inspect and copy all financial documents and information held by the U.S. Probation  
24 Office; (6) submitting to an interview regarding Defendant's Financial Statement and  
25 supporting documents before sentencing (if requested by the United States Attorney's  
26 Office), and fully and truthfully answering questions during such interview; and (7)  
27 notifying the United States Attorney's Office before transferring any interest in property  
28

1 owned directly or indirectly by Defendant, including any interest held or owned in any  
2 other name, including all forms of business entities and trusts.

3 c. The parties acknowledge that voluntary payment of restitution prior  
4 to the adjudication of guilt is a factor the Court considers in determining whether  
5 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a).

6 12. **Forfeiture of Assets.** Defendant understands that the forfeiture of assets is  
7 part of the sentence imposed in this case. Defendant agrees to forfeit to the United States  
8 immediately all of Defendant's right, title, and interest in any and all property, real or  
9 personal, which constitutes, or is derived from, any proceeds Defendant obtained, directly  
10 or indirectly, as the result of the offense charged in Counts 4 and 11 of the Indictment.  
11 This property is subject to forfeiture pursuant to Title 18, United States Code, Section  
12 981(a)(1)(C), by way of Title 28, United States Code, Section 2461(c).

13 Defendant agrees to fully assist the United States in the forfeiture of the above-  
14 described property and to take whatever steps are necessary to pass clear title to the  
15 United States, including but not limited to: surrendering title and executing any  
16 documents necessary to effectuate such forfeiture; assisting in bringing any assets located  
17 outside the United States within the jurisdiction of the United States; and taking whatever  
18 steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed,  
19 wasted, hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to  
20 file a claim to any of the above-described property in any federal forfeiture proceeding,  
21 administrative or judicial, which may be or has been initiated.

22 The United States reserves its right to proceed against any remaining assets not  
23 identified in this Plea Agreement, including any property in which Defendant has any  
24 interest or control, if said assets constitute or are derived from proceeds of either offense  
25 set forth in Counts 4 and 11.

26 13. **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
27 the United States Attorney's Office for the Western District of Washington agrees not to  
28 prosecute Defendant for any additional offenses known to it as of the time of this Plea

1 Agreement based upon evidence in its possession at this time, and that arise out of the  
2 conduct giving rise to this investigation, and will move to dismiss the remaining counts in  
3 the Indictment at the time of sentencing. In this regard, Defendant recognizes the United  
4 States has agreed not to prosecute all of the criminal charges the evidence establishes  
5 were committed by Defendant solely because of the promises made by Defendant in this  
6 Plea Agreement. Defendant agrees, however, that for purposes of preparing the  
7 Presentence Report, the United States Attorney's Office will provide the United States  
8 Probation Office with evidence of all conduct committed by Defendant.

9 Defendant agrees that any charges to be dismissed before or at the time of  
10 sentencing were substantially justified in light of the evidence available to the United  
11 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
12 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119  
13 (1997).

14 **14. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
15 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea  
16 Agreement and Defendant may be prosecuted for all offenses for which the United States  
17 has evidence. Defendant agrees not to oppose any steps taken by the United States to  
18 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
19 Agreement. Defendant also agrees that, if Defendant is in breach of this Plea Agreement,  
20 Defendant has waived any objection to the re-institution of any charges that previously  
21 were dismissed or any additional charges that had not been prosecuted.

22 Defendant further understands that if, after the date of this Plea Agreement,  
23 Defendant should engage in illegal conduct, or conduct that violates any conditions of  
24 release or the conditions of confinement (examples of which include, but are not limited  
25 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while  
26 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
27 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement  
28 to file additional charges against Defendant or to seek a sentence that takes such conduct



1 into consideration by requesting the Court to apply additional adjustments or  
 2 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
 3 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
 4 calculated advisory Guidelines range. Under these circumstances, the United States is  
 5 free to seek such adjustments, enhancements, departures, and/or variances even if  
 6 otherwise precluded by the terms of the Plea Agreement.

7 **15. Waiver of Appellate Rights and Rights to Collateral Attacks.**

8 Defendant acknowledges that, by entering the guilty pleas required by this Plea  
 9 Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any  
 10 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the  
 11 judgment of conviction. Defendant further agrees that, provided the Court imposes a  
 12 custodial sentence that is within or below the Sentencing Guidelines range (or the  
 13 statutory mandatory minimum, if greater than the Guidelines range) as determined by the  
 14 Court at the time of sentencing, Defendant waives to the full extent of the law:

15 a. Any right conferred by Title 18, United States Code, Section 3742,  
 16 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,  
 17 restitution order, probation or supervised release conditions, or forfeiture order (if  
 18 applicable); and

19 b. Any right to bring a collateral attack against the conviction and  
 20 sentence, including any restitution order imposed, except as it may relate to the  
 21 effectiveness of legal representation.

22 This waiver does not preclude Defendant from bringing an appropriate motion  
 23 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or  
 24 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

25 If Defendant breaches this Plea Agreement at any time by appealing or collaterally  
 26 attacking (except as to effectiveness of legal representation) the conviction or sentence in  
 27 any way, the United States may prosecute Defendant for any counts, including those with  
 28

1 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea  
2 Agreement.

3       16.   **Voluntariness of Plea.** Defendant agrees that Defendant has entered into  
4 this Plea Agreement freely and voluntarily, and that no threats or promises were made to  
5 induce Defendant to enter a plea of guilty other than the promises contained in this Plea  
6 Agreement or set forth on the record at the change of plea hearing in this matter.

7       17.   **Statute of Limitations.** In the event this Plea Agreement is not accepted  
8 by the Court for any reason, or Defendant breaches any of the terms of this Plea  
9 Agreement, the statute of limitations shall be deemed to have been tolled from the date of  
10 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the  
11 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach  
12 of the Plea Agreement by Defendant is discovered by the United States Attorney's  
13 Office.

14       18.   **Completeness of Plea Agreement.** The United States and Defendant  
15 acknowledge that these terms constitute the entire Plea Agreement between the parties,  
16 except as may be set forth on the record at the change of plea hearing in this matter. This  
17 Plea Agreement binds only the United States Attorney's Office for the Western District


18 //

19 //

1 of Washington. It does not bind any other United States Attorney's Office or any other  
2 office or agency of the United States, or any state or local prosecutor.

3 Dated this 22<sup>nd</sup> day of June 2022.

4  
5   
6 REYES DE LA CRUZ, III  
7 Defendant

8   
9 COREY ENDO  
10 Attorney for Defendant

11   
12 CINDY CHANG  
13 Assistant United States Attorney

14   
15 SETH WILKINSON  
16 *for* Assistant United States Attorney